

APPENDIX

Contract

ARTICLE 3. *Changes.*—The contracting officer may at any time, by a written order, and without notice to the sureties, make changes in the drawings and (or) specifications of this contract and within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract, or in the time required for its performance, an equitable adjustment shall be made and the contract shall be modified in writing accordingly. No change involving an estimated increase or decrease of more than Five Hundred Dollars shall be ordered unless approved in writing by the head of the department or his duly authorized representative. Any claim for adjustment under this article must be asserted within ten days from the date the change is ordered, unless the contracting officer shall for proper cause extend such time, and if the parties cannot agree upon the adjustment, the dispute shall be determined as provided in Article 15 hereof. But nothing provided in this article shall excuse the contractor from proceeding with the prosecution of the work so changed.

ARTICLE 4. *Changed conditions.*—Should the contractor encounter, or the Government discover, during the progress of the work, subsurface and (or) latent conditions at the site materially differing from those shown on the drawings or indi-

ated in the specifications, the attention of the contracting officer shall be called immediately to such conditions before they are disturbed. The contracting officer shall thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the drawings or indicated in the specifications, he shall at once, with the written approval of the head of the department or his representative, make such changes in the drawings and (or) specifications as he may find necessary, and any increase or decrease of cost and (or) difference in time resulting from such changes shall be adjusted as provided in Article 3 of this contract.

ARTICLE 5. *Extras.*—Except as otherwise herein provided, no charge for any extra work or material will be allowed unless the same has been ordered in writing by the contracting officer and the price stated in such order.

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ARTICLE 10. *Permits and care of work.*—The contractor shall, without additional expense to the Government, obtain all required licenses and permits and be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of the work, and shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance.

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ARTICLE 15. *Disputes.*—Except as otherwise specifically provided in this contract, all disputes concerning questions of fact arising under this

contract shall be decided by the contracting officer or his duly authorized representative, subject to written appeal by the contractor within thirty days to the head of the department concerned, whose decision shall be final and conclusive upon the parties thereto as to such questions of fact. In the meantime the contractor shall diligently proceed with the work as directed.

Specifications

6. INTERPRETATIONS.—The decision of the contracting officer, or his authorized representative, as to the proper interpretation of the drawings and specification, shall be final. The supervising architect is the duly authorized representative of the contracting officer.

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13. EXAMINATION OF ROUTE.—Bidders should fully inform themselves regarding the conditions to be met along the route on which the work will be done, and in the buildings to be served by the system. Failure to take this precaution will not relieve the successful bidder from furnishing all material and labor necessary to complete the contract without additional cost to the Government.

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25. Everything necessary for the completion and successful operation of the work, whether or not herein definitely specified or indicated on the drawings, shall be furnished and installed as well and as faithfully as if so specified or so indicated.

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67. RISKS OF THE WORK.—The contractor shall carry on the work at his own risk until it is fully

completed and is accepted by the Government. The Government will vacate the premises to which it holds title during the life of the contract hereunder. The contractor shall be responsible for the proper care and protection of the premises, and for all damage to persons or property that occurs as a result of his fault or negligence.

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104. BRACING AND SHEETING.—The sides of excavations shall be temporarily supported and maintained secure until permanent support is provided. But wherever the removal of temporary sheeting would permit a settlement of the adjacent soil, with the possibility of affecting the stability of existing structures, then the contractor, instead of installing temporary sheeting, shall install sheet steel piling which shall be left in place in the ground, or he shall underpin the existing foundations with masonry. For example, sheet steel piling will be required at 18th and D Streets and at the Munitions Building, and elsewhere if it be so directed or necessary to maintain the safety of the work and the adjoining property.

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110. PLACING.—Earth backfill shall be placed in horizontal layers, not over 8 inches in depth, each thoroughly tamped, packed, or puddled, as directed, so that no settlement shall occur. All temporary planking, timbering, sheeting, and other supports shall be removed as the backfill is placed. Great care shall be exercised during the backfilling to avoid disturbance or damage to any concrete or other work.